



**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST**

TO: Board of County Commissioners
Mark McCauley, County Administrator

FROM: Pinky Feria Mingo, Environmental Health and Water Quality Director
Tami Pokorny, Natural Resources Program Coordinator

DATE: April 7, 2025

SUBJECT: Agenda Item – Landowner Agreement with Jefferson County Conservation District to Maintain Restoration Plantings on the Dosewallips and Big Quilcene River Floodplains; April 14, 2025 – June 30, 2025; \$0

STATEMENT OF ISSUE:

Jefferson County Public Health (JCPH) requests approval of a Landowner Agreement with Jefferson County Conservation District (JCCD) to maintain existing restoration plantings on the Dosewallips and Big Quilcene River floodplains; April 1, 2025 – June 30, 2025; \$0.

ANALYSIS/STRATEGIC GOALS/PROS and CONS:

This Agreement will allow a Department of Ecology Washington Conservation Corps (WCC) crew hired by Jefferson County Conservation District to cut away brush and perform other plant maintenance activities such as removing tree tubes. The work will be performed on County-owned parcels in and around the Lazy C community on the Dosewallips River floodplain and, as time allows, on the Big Quilcene floodplain. No herbicides or ground disturbing activities will be utilized.

FISCAL IMPACT/COST BENEFIT ANALYSIS:

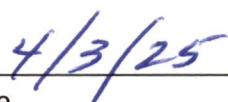
JCCD will use grant funding from the Washington State Conservation Commission's Riparian Grant Program #24-02-RGP to pay for this work. There is no cost to the General Fund.

RECOMMENDATION:

JCPH Management recommends BOCC signature for a Landowner Agreement with JCCD to Maintain Restoration Plantings on the Dosewallips and Big Quilcene River Floodplains; April 14, 2025 – June 30, 2025; \$0.

REVIEWED BY:


Mark McCauley, County Administrator


Date

CONTRACT REVIEW FORM

(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: Jefferson County Conservation District

Contract No: WQ-25-015

Contract For: to Maintain Restoration Plantings

Term: April 14, 2025 - June 30, 2025

COUNTY DEPARTMENT: Environmental Health

Contact Person: Tami Pokorny

Contact Phone: x498

Contact email: tpokorny@co.jefferson.wa.us

AMOUNT: -0-

Revenue:

Expenditure:

Matching Funds Required:

Sources(s) of Matching Funds

Fund #

Munis Org/Obj

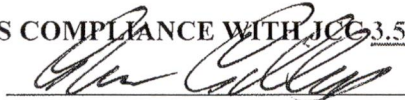
PROCESS:

- ☐ Exempt from Bid Process
- ☐ Cooperative Purchase
- ☐ Competitive Sealed Bid
- ☐ Small Works Roster
- ☐ Vendor List Bid
- ☐ RFP or RFQ
- ☐ Other: _____

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ☒ N/A: ☐



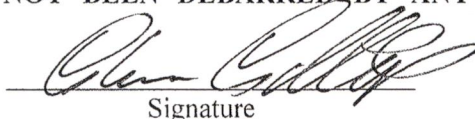
Signature

March 24, 2025

Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☒ N/A: ☐



Signature

March 24, 2025

Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

Electronically approved by Risk Management on 3/30/2025.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

Electronically approved as to form by PAO on 4/3/2025.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY (IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL

JEFFERSON COUNTY CONSERVATION DISTRICT LANDOWNER AGREEMENT

The JEFFERSON COUNTY CONSERVATION DISTRICT (District) and Jefferson County (Landowner) agree to the following terms and conditions of this Landowner Agreement (Agreement):

1. Jefferson County is the owner or authorized signatory of real property located in the vicinity of the Lazy C community on the Dosewallips River floodplain and of Rodgers and Fremont Streets on the Big Quilcene floodplain (Property).

Site address

Parcel Numbers:

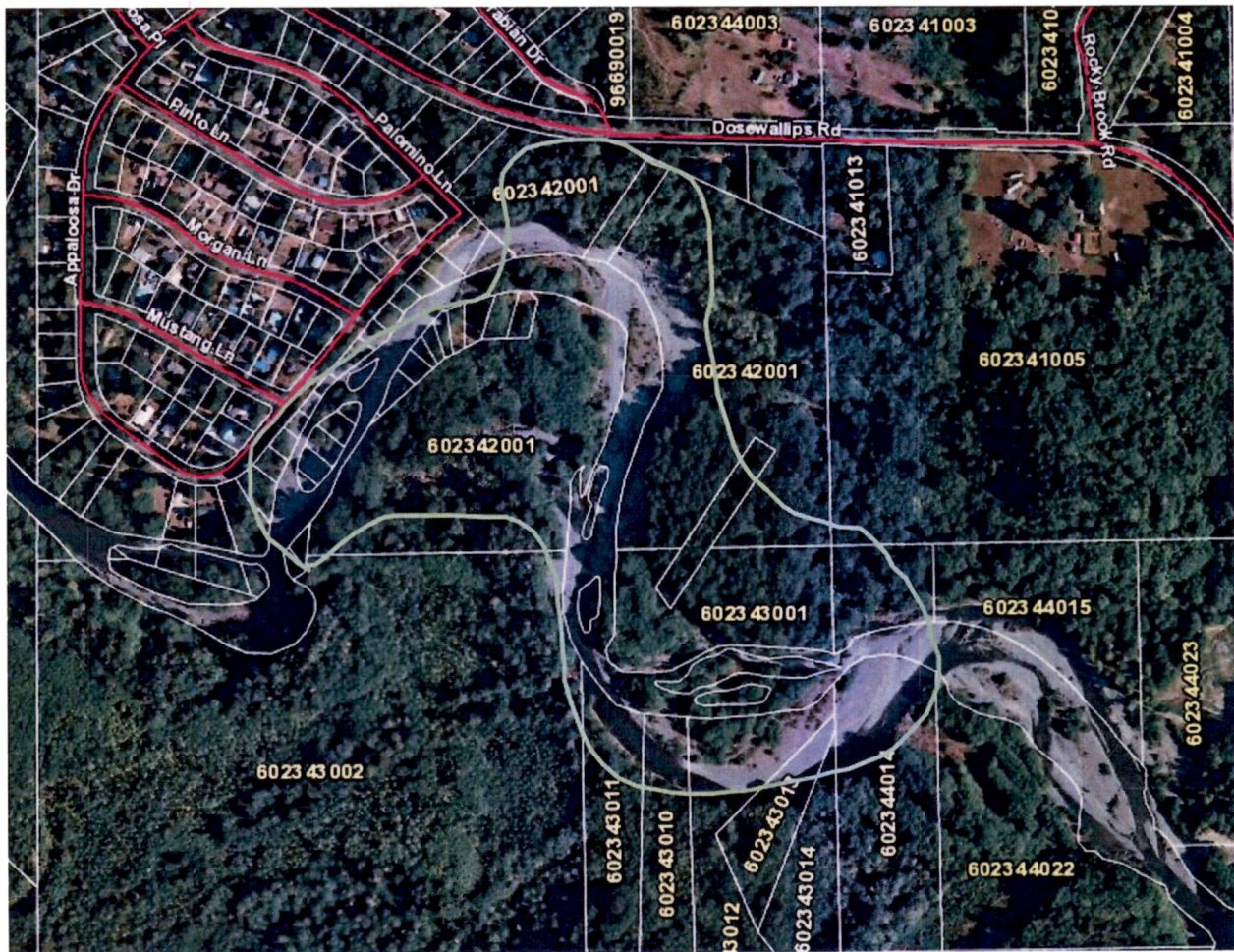
Dosewallips Floodplain: 602342001, 602343001, 602343010, 602343012, 602343013, 602343014, 602344014, 602344022, 966900035, 966900036

Big Quilcene Floodplain (as time allows): 702243019, 991200301, 991200401, 991200406, 991200405

2. In signing this Agreement, the Landowner grants the District, or its designees, the authority to complete the activities described below.
3. The Landowner agrees to allow the District, or its designees, access to the site for the purposes of completing activities listed below.
4. The term of this Agreement shall be until work is completed by the District. Work is scheduled to begin as early as April 14, 2025. All work will be completed by June 30, 2025. See Figure 1. for a map of the proposed project site.
5. The Landowner agrees and accepts that the conservation activities described may result in changes to the character and condition of the land consistent with the implementation of specific practices or structures. No herbicides or ground disturbing activities will be utilized.
6. The Landowner agrees to hold the District harmless from and against all claims, suits or actions arising from all known and unforeseen results of the conservation activities
7. Each Party shall defend, protect, and hold harmless the other Parties from and against all claims, suits or actions arising from the negligent acts or omissions of its employees and/or authorized representatives while performing under the terms of this Agreement.
8. The Parties may mutually amend this Agreement. Any amendments shall not be binding on any party unless such amendments are in writing and signed by an authorized representative of each party.
9. The Agreement between the Parties contains all terms and conditions agreed upon by and between the parties. No other understandings, verbal or otherwise, regarding the subject matter of this Agreement shall be enforceable on any of the parties.

10. The District anticipates the completion of activities outlined in this agreement will directly address the resource concern of plastic pollution in the riparian management zone and tree protectors that are restricting growth of trees and shrubs which have outgrown them.
11. Activities at the Property will consist of the following summarized items:
 - Removal and disposal of plastic tree protection tubes that trees and shrubs have outgrown, or from trees and shrubs that have died.
 - Manual treatment of invasive species, primarily Himalayan blackberry, using brush cutters as time allows.
 - Monitoring of forest stand health and to assess future maintenance needs as time allows.
 - District staff may conduct annual site visits after completion to monitor the project.
 - District staff will communicate with Landowner to provide progress reports, complete any required paperwork, and to facilitate crew access to the project site.

Figure 1. Map of project approximate site on the Dosewallips River floodplain



[illegible]

Jefferson County Conservation District

info@jeffersoncd.org

Port Hadlock, WA 98339

Name: Jefferson County Attn: Tami Pokorny

Email: tpokorny@co.jefferson.wa.us

Mailing Address: JCPH 615 Sheridan Street, Port Townsend, WA 98368

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SIGNATURE PAGE

Jefferson County Conservation District

Joe Holtrop, District Manager

Date: _____

Jefferson County Washington

Heidi Eisenhour, Chair
Board of County Commissioners

Date: _____

ATTEST:

Carolyn Gallaway,
Clerk of the Board

Approved as to form only:

 for 04/03/2025

Philip C. Hunsucker, Date
Chief Civil Deputy Prosecuting Attorney